

SCOTT H. MCNUTT (CSBN 104696)
Email: smcnutt@ml-sf.com
324 Warren Road
San Mateo, California 94402
Telephone: (415) 760-5601

Appearing Specially As Counsel to William Abrams for the Purposes of this Motion Only

William B. Abrams
end2endconsulting@gmail.com
2041 Stagecoach Rd.
Santa Rosa, CA, 95404
Tel: 707 397 5727

Pro Se Fire Victim Claimant and Party to related proceedings before the California Public Utilities Commission and the California Office of Energy Infrastructure Safety

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

-and-

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

* *All papers shall be filed in the lead case,
No. 19-30088 (DM)*

Bankr. Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administrated)

**REPLY TO REORGANIZED
DEBTORS' OPPOSITION TO
MOTION FOR ORDER DEEMING
WILLIAM B. ABRAMS
SUPPLEMENT TO DAMAGE
CLAIMS TIMELY**

[Related to Dkt. No. 13518, 13537, 13599,
13598, 13594]

Hearing:

Date: March 22, 2023
Time: 10:00a.m. (Pacific Time)
Place: (Tele/Videoconference Only)
United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

William B. Abrams (“**Abrams**”), submits this “Reply to Reorganized Debtors’ Opposition to Motion for Order Deeming William B. Abrams Supplement to Damage Claims Timely” (the “**Reply**” or “**Abrams Reply**”) for a revised order substantially in the form attached as **Exhibit A** hereto that approves, as timely, supplements to the Damage Claims of Abrams which were valid and timely filed through the Fire Victim Trust (the “**FVT**” or “**Trust**”) and other remedies that the Court may view as fair and just. Abrams, as a PG&E victim, ratepayer and Northern California resident, submits this Reply in response to the “Reorganized Debtors’ Opposition to Motion for Order Deeming William B. Abrams Supplement to Damage Claims Timely” (the “**Debtor Opposition**” or “**Debtors’ Opposition**”) [Dkt.13599] and in accordance with the “Order Directing Reorganized Debtors to Respond to Motion Filed by William B. Abrams” (the “**Order**”) [Dkt. 13537]. This Reply will also address the “Statement of Baupost Group Securities, LLC Regarding William B. Abrams’s Motion for Order Deeming Supplement to Damage Claims Timely, and Related Filings” (the “**Baupost Statement**”) [Dkt. 13598] and the “Fire Victim Trustee’s Statement and Reservation of Rights In Response to Motion for Order Deeming William B. Abrams Supplement to Damage Claims Timely” (the “**Trustee Statement**”) [Dkt. 13594]. This Reply provides further support for the “Motion for Order Deeming William B. Abrams Supplement to Damage Claims Timely” (the “**Motion for Damage Claim Supplements**” or “**Abrams Motion**”) [Dkt. 13518].

I. PRELIMINARY STATEMENT

Simply stated, Abrams asks the Court and the Debtor to be consistent with their treatment of Damage Claim Supplements. The Debtor acknowledged in their opposition to Baupost that “*there is no bar date under any Order of the Court or the Bankruptcy Code for the filing of an amendment or supplement to an existing proof of claim*”¹ and then stipulated to enter into settlement negotiations and identify how these claim supplements would be funded and administered.² While there are differences in the claim types between wildfire victims and Baupost, the acceptance of claim supplements must be treated the same.

¹ See “Reorganized Debtors’ Opposition to Baupost Group Securities, LLLC’s Motion for Order Deeming Supplement to Its Proofs of Rescission or Damage Claims Timely”, pg. 2 (lines 16, 17) [Dkt. 13443], filed January 11, 2023

² See “Stipulation Resolving Motion of Baupost Group Securities, LLC for Order Deeming Supplement to Its Proofs of Rescission or Damage Claims Timely” [Dkt. 13462], filed January 20, 2023

1 The Debtors and Bauposts' attempt to subordinate victim claim supplements and thereby the
2 claims themselves must be rejected by the Court. As we look at the Debtors' Opposition to the
3 Abrams Motion, we see that because the facts are not on their side, the Debtor overly relies upon
4 tired process arguments and attacks on Abrams himself. This is in stark contrast to the Debtors'
5 opposition to Baupost which stated that "*the Reorganized Debtors have not contended and do not*
6 *contend that the Supplements themselves were untimely filed.*"

7 Certainly, the Debtor releasing the names of Abrams two minor children is beyond the pale
8 but unfortunately in keeping with the Debtors' unsavory tactics within this case. In the future, I
9 would appreciate it if the Debtor would redact my children's names from their papers and remove
10 those names from their mouths in preparation for the hearing on March, 22, 2023. That said, it is
11 clear that the Debtors' Opposition is nothing more than a distraction technique to avoid the material
12 issues as described within the Motion for Damage Claim Supplements and the factual allegations put
13 forward by Baupost, Elliot Management Corporation and others that reference independent and
14 corroborating sources that detail the Debtors misinformation campaign and the injuries that were
revealed when the Debtors built the plan confirmation on false statements.

15 The Baupost Statement asserts that they "*did not seek to prejudice the rights or treatment of*
16 *Fire Victims*" and would not "*change or affect the rights or treatment*" of victims.³ Whether or not
17 Baupost "did not seek to prejudice" and step on victims to assert their rights is not the point. Baupost
18 should represent on the record that they will under no uncertain terms take money for their damage
19 claim supplements before wildfire victims. The Court and victims should be assured that the absolute
20 priority rule will not be violated. Indeed, the absolute priority rule was not intended to establish an
21 order for certain claims in accordance with Section 1129(b)(2) only to subsequently allow parties to
22 violate this rule through a distorted post-confirmation execution of the plan and/or through closed-
23 door negotiations. Although, the Debtor and Baupost may like to proceed as if the Baupost Motion
24 had never been filed, this Court must now deal with its consequences that intended or not violate the
25 rights of victims within this case. Specifically, Baupost presents compelling evidence that the plan of
26 reorganization was confirmed based on Debtor misinformation and without adequate disclosure of
information.

27
28 ³ See "Motion for Order Deeming Baupost Group Securities, LLC's Supplement to Its Proofs of Rescission or Damage
Claims Timely" [Dkt 13393], pg. 2 (lines 19-21)

1 Of course, all of the implications stemming from this new evidence cannot be remedied
2 through the Abrams Motion. This is why Abrams respectfully requests that the Court simply (1)
3 approve as timely his claim supplements or amendments (2) permit Abrams and joining parties to
4 present remedies at the hearing on March 22, 2023 and (3) encourage parties to meet and confer prior
5 to the continued hearing to be set on the calendar within 60 days. The singular issue presented by
6 this motion is whether Abrams may timely file a supplement or amendment and in so doing provide a
7 procedural pathway for other wildfire survivors to do the same. Although this simple and modest
8 request should require no more evidence or argument, Abrams feels compelled to address the
Debtors' Opposition and respectfully requests that the Court consider the following:

9 **II. REPLY TO DEBTOR OPPOSITION**

10 **A. REPLY TO DEBTORS' FALSE ASSERTION THAT "CLAIMS ARE NOT PROPER
11 AMENDMENTS OR SUPPLEMENTS AND, IN ANY EVENT, AT MOST,
12 CONSTITUTE FIRE CLAIMS"**

13 The Debtors have put forward NO objection to the Abrams claim yet the Debtors falsely
14 assert that "*there does not exist a proof of claim against the Debtors.*" In point of fact, Abrams filed
15 his claim well before the bar date and has relied upon this over the past few years since submitting
these claims and awaiting the opportunity to rebuild his home and recover. The Debtors attempt to
16 distract from these facts by calling out one claim number (claim# 20057) that was apparently
17 represented as a claim of a William "E." Abrams from the Debtors' claimant view is a red herring. If
18 anything, this is a Fire Victim Trust administration error and the attached screenshot of the Fire
19 Victim Trust (the "FVT") portal for Abrams listing this claim number demonstrates this as a valid
20 and timely claim for Abrams (*see Exhibit B: Abrams FVT Screenshot*). The Court should dispense
21 with this Debtor distraction. The extent to which this example points to a systemic Trust
22 administration issue, it should be immediately remedied by the Trustee.

23 The Debtors' Opposition also is in stark contrast to the Trustee position and this contradiction
24 should be informative in evaluating the remedies proposed by Abrams. The Debtors state these "*New
25 Claims asserted by Abrams are plainly Fire Claims*" while the Trustee states that they "*are not Fire
26 Victim Claims – because they do not "arise out of" or "result from" any Fire.*" The Trustee then
27 goes on within their statement to assert that these are "fraud claims." Here both the Debtor and the
28 Trustee conflate the claim type with how these injuries were revealed. The Trustee asserts that these

1 claims should be characterized as “fraud-based claims.” This Court is not obligated to make a
2 characterization of these claims at this time. However, the definition of “Fire Claims” could not be
3 more expansive and leaves little room to doubt that these supplemental damages are in fact
4 supplements to the timely filed Fire Claims. This pattern of “misstatements and nondisclosures” as
5 described by Baupost and others is not the type of claim but provides evidence as to how and why
6 these injuries were only realized by victims like Abrams after the Baupost Motion revealed this
7 pattern. The injuries described by Abrams stemming from the misrepresentations of the stock,
8 skyrocketing homeowner insurance rates and PG&E erroneous billing are all directly attributable to
9 the fires and are of course Fire Claims. The following definition of “Fire Claims” captures these
supplemental injuries very directly:

10 “any Claim against the Debtors **in any way** arising out of the Fires, including, but not limited
11 to, any Claim resulting from the Fires for (a) **general and/or specific damages**, including any
12 Claim for personal injury, wrongful death, emotional distress and similar claims, pavement
fatigue, damage to culverts, ecosystem service losses, municipal budget
13 adjustments/reallocation, lost revenue and tax impacts, local share of reimbursed fire clean-up
costs, future estimated infrastructure costs, water service losses, lost landfill capacity, costs
14 related to unmet housing (e.g., **housing market impact due to the Fires** and adjustments for
increased homeless population), and/or **hazard mitigation costs** (including, watershed
15 restoration and hazardous tree removal expenses); (b) damages for repair, depreciation and/or
replacement of damaged, destroyed, and/or lost personal and/or real property; (c) damages for
loss of the use, benefit, goodwill, and enjoyment of real and/or personal property; (d) damages
16 for loss of wages, earning capacity and/or business profits and/or any related displacement
expenses; (e) **economic losses**; (f) damages for wrongful injuries to timber, trees, or
17 underwood under California Civil Code § 3346; (g) damages for injuries to trees under
California Code of Civil Procedure § 733; (h) punitive and exemplary damages under
18 California Civil Code §§ 733 and 3294, California Public Utilities Code § 2106, or otherwise,
(i) restitution; (j) fines or penalties; (k) any and all costs of suit, including all attorneys’ fees
19 and expenses, expert fees, and related costs, including all attorneys and other fees under any
theory of inverse condemnation; (l) for prejudgment and/or **postpetition interest**; (m) other
20 litigation costs stemming from the Fires; and (n) declaratory and/or injunctive relief.”
21 **(emphasis added)**

22 There is absolutely no interpretation of this very broad definition of “fire claims” that would exclude
23 the types of claim supplements asserted by Abrams. The effects on the victim stock valuation,
24 increases in homeowner insurance, property devaluation and erroneous PG&E billing all stem from
25 the fires and certainly fall into “economic losses”, “housing market impacts due to the fires” and
26 within other areas of this definition.
27

The Fire Victim Trust’s attempt to recast these fire claim supplements as “fraud” claims is not before the Court. That said, Abrams is not arguing for or against allegations of fraud within the Motion for Damage Claim Supplements or within this Reply. The only party that seems to consistently characterize PG&E’s actions as fraudulent is the Trustee. She is free to do so but she should not project those assertions onto Abrams’ Motion. These Trustee allegations of Debtor fraud if proven should not in any way limit the valid damage claim supplements described within the Abrams Motion which clearly fall within the definition of Fire Claims.

To be clear, Abrams asserts that these misrepresentations and nondisclosures hid injuries that would have been apparent to victims if they had been disclosed prior to plan confirmation. The “fraud” if correctly characterized by the Trustee was the mechanism that hid the injuries and associated Fire Claim Supplements but not the injuries, damages or claims themselves. That said, Abrams does agree with the Trustee that these Fire Claim Supplements should not affect the Corpus of the Fire Victim Trust but instead should be paid directly by PG&E. Perhaps the Trustee by characterizing the Debtors’ actions as “fraud” or “fraudulent” is trying to insulate the Debtor from further actions where the Debtor might rely on exculpations rather than the merits of the claim supplements. Regardless of the motive, this is not an approach that is in the best interests of the victims within this case and not a characterization that Abrams brings before this Court.

B. REPLY TO DEBTORS' FALSE ASSERTION THAT "ABRAMS' NEW CLAIMS MAY NOT BE TREATED AS TIMELY"

The Debtors' notion that claim supplements should not be allowed after the bar date when the proof of claim from the same claimant is timely filed should be viewed as yet another Debtor distraction. Of course, these are allowed under this plan and have been commonly filed within this case and many others. Courts have consistently found that the purpose of the bar date is to give the debtor and other creditors a deadline for claims, but this purpose is not served if a creditor is prevented from supplementing a claim with new information particularly when strategically timed nondisclosures and misstatements are revealed. In this PG&E Bankruptcy Case, the Debtors' misstatements and nondisclosures prior to the bar date made it impossible for Abrams to reasonably ascertain these injuries and file for relevant damages thus compelled Abrams to file this post-confirmation motion.

1 Rhetorical questions are appropriate here in response to PG&E's position. Is PG&E unaware
2 that over 90% of Fire Claims were filed in an "unknown amount?" It naturally follows that many of
3 these claims will require supplementation and amendment.

4 Abrams finds these PG&E assertions regarding timeliness to be incomprehensible given
5 statements they have made elsewhere. For example, in response to the Baupost Motion, PG&E
6 emphatically stated that "*there is no timing requirement for the filing of an amendment or supplement*
7 *to a party's existing proof of claim.*"⁴ Why the Debtor is eager to accept this timing for Baupost to
8 settle their claim supplements but then unwilling to accept this same standard for Abrams and other
9 PG&E victims is (1) inconsistent and inequitable application of the law (2) unjust and unfair to
victims and (3) at odds with PG&E public statements that "victims are our first priority."

10
11 Additionally, the Court should consider the "equitable tolling" principle. Here claims are
12 allowable after the bar date when despite reasonable care and diligent effort, the claimant(s) did not
13 discover the injury until after the bar date. It was not until the Baupost Motion that Abrams and
14 many victims were made aware of these injuries when the falsity of the Debtors statements became
15 apparent. Abrams, Baupost, Elliott Management and many other parties have clearly demonstrated
16 that the Debtor actively engaged to deceive claimants through their material misstatements and
17 nondisclosures and therefore claim supplements and new claims should be permitted by the Court.
18 However, unlike the papers from these investors claiming damage claim supplements, Abrams'
19 Motion for Damage Claim Supplements points out the many instances within the case where Abrams
20 urged the Debtor to disclose their safety record and their criteria for the stock valuation. Similarly,
21 Abrams considerable arguments before the Court to ensure the Debtors' representations were
22 included within the victim disclosure statement were rejected by the Debtor over and over again
23 within the disclosure statement hearings. Given the consistent and profound efforts of the Debtor to
24 not disclose this material information prior to the victim vote, the revelations exposed through the
25 Camp Fire Report cited by Baupost and the subsequent independent reports cited within the Abrams
26 Motion are particularly troubling. Although it is not germane to the specific and limited request
within this motion, it is reasonable to conclude that the types of claim supplements that the Debtor
was guarding against through misinformation prior to plan confirmation are in fact the same claim

27
28 ⁴ See "Reorganized Debtors' Opposition to Baupost Group Securities, LLLC's Motion for Order Deeming Supplement to
Its Proofs of Rescission or Damage Claims Timely", pg. 3 (lines 19.20) [Dkt. 13443], filed January 11, 2023

1 supplements that Abrams now brings before this Court. What is important for the Court to consider
2 is that a path that allows a debtor to rely upon a false narrative to dupe unsuspecting victims is not a
3 road to just outcomes within this bankruptcy case or any other. Therefore, Abrams urges the Court to
4 not acquiesce to the perverse arguments put forward within the Debtors' Opposition.

5 **C. REPLY TO THE DEBTORS' FALSE ASSERTION THAT "THE CHANNELING**
6 **INJUNCTION UNIVERSALLY APPLIES TO ALL FIRE CLAIMS INCLUDING**
7 **AMENDMENTS TO FIRE CLAIMS"**

8 The Debtor Opposition asserts that the channeling injunction and a myriad of exculpations
9 protect the Debtor from themselves in terms of their pre-confirmation misstatements and
10 nondisclosures. This is a complete overstatement and misinterpretation of 11 U.S. Code § 524 which
11 states that these injunctions do not "*relieve any such entity of the duty to comply with, or of liability*
12 *under, any Federal or State law regarding the making of fraudulent conveyance... or relieve the*
13 *debtor of the debtor's obligation to comply with the terms of the plan of reorganization, or affect the*
14 *power of the court to exercise its authority under section 1141 and 1142 to compel the debtor to do*
15 *so.*" (emphasis added). Here, Abrams through the Motion for Damage Claim Supplements is calling
16 on the Court to exercise its authority and not allow the Debtor to re-victimize the 70,000+ victims
17 including Abrams through their deliberate and willful pre-confirmation deceptions.

18 Courts have often approved amendments to channeling injunctions. As an example, In re
19 W.R. Grace and Co. (2008), the court approved a settlement agreement that modified the channeling
20 injunction to allow future claims related to a particular type of asbestos-related disease to be brought
21 outside the trust. The court found that this modification was necessary to ensure that all claimants
22 were treated fairly and to ensure that the trust remain solvent. Similarly, In re Garlock Sealing
23 Technologies LLC (2014), the court found that the debtor had underestimated its asbestos liabilities
24 and had engaged in discovery abuses. As a result, the court ordered the debtor to establish a trust
25 with a higher funding level and allowed claimants to bring evidence of their exposure to the asbestos-
26 containing products in order to seek higher compensation. Here, Abrams seeks the opportunity for
27 parties to meet, confer and evaluate similar remedies with the Debtor. This is particularly important
28 because prior email requests to engage on these issues related to damage claim supplements have
been rejected by the Debtor, the Trustee and the Trust Oversight Committee (see **Exhibit C**).
Importantly and unlike Baupost and Elliott Management, Abrams does not assert any damage
claim supplements that he does not expect would benefit all of the victims within this case who

1 sustained like injuries that were exposed through the Baupost Motion and those described
2 within the Motion for Damage Claim Supplements.

3 **III. CONCLUSION**

4 The statement put forward by the Trustee in response to the Motion for Damage Claim
5 Supplements stated “*The Trustee whole-heartedly supports Fire survivors being fully compensated*
6 *for losses they have incurred.*”⁵ These kind words will ring hollow if the Trustee and core
7 committees representing the interests of victims don’t actively engage to support the rights and
8 remedies of victims relative to these damage claim supplements. In stark contrast to these kind
9 words, Ms. Grassgreen on behalf of Baupost and many other attorneys representing investor interests
10 take legal action and fight doggedly for their clients. It is Abrams sincere hope that TCC attorneys,
11 Trust Oversight Committee members and Fire Claimant Professionals will step up to support the
12 post-confirmation interests of victims as a whole.

13 That said, Abrams and those that filed joinders to this Motion understand that victims cannot
14 afford to wait on core committees that may be bound by the agreements associated with those
15 committees to sit on the sidelines and not oppose the Debtor. Yes, the Debtors and the institutional
16 investors within this case have a mountain of resources to tip the scales of justice in their favor and
17 subordinate the interests of victims. However, these claim supplements are too important to leave
18 only as remedies for savvy investors that would gladly step on and over victims to obtain more
19 favorable claim determinations. This is why Abrams is so heartened and appreciative that certain
20 attorneys representing thousands of victims have joined in support of the Motion for Damage Claim
21 Supplements along with many victims that have taken the time to write letters and express their
22 views. If the Court does not hear these less-resourced voices then justice within this case will not be
23 served and this unfair treatment of victims will become precedent for future bankruptcy cases.

24 Instead, Abrams urges the Court to approve this Motion in substantially the same form
25 attached as **Exhibit A** and to provide other and further relief as the Court may deem necessary to
26 ensure just outcomes within this case relative to the treatment of claims and claim supplements. The
27 Debtor has affirmed that “*there is no timing requirement for the filing of an amendment or*

28 ⁵ See “Fire Victim Trustee’s Statement and Reservation of Rights In Response to Motion for Order Deeming William B. Abrams Supplement to Damage Claims Timely” [Dkt. 13594], pg. 2, filed March 8, 2023

1 “supplement” when responding to Baupost’s Motion but refused to acknowledge this fact in support of
2 their victims. It is important for the Court to understand that Abrams made attempts to meet and
3 confer with the Debtor to resolve these issues prior to filing the Motion for Damage Claim
4 Supplements but these requests were denied (see **Exhibit C**). Due to the Debtors’ unwillingness to
5 resolve these claim supplements in good-faith, the Court must intervene and (1) approve as timely
6 these claim supplements or amendments (2) permit Abrams and joining parties to present remedies at
7 the hearing on March 22, 2023 and (3) encourage parties to meet and confer prior to a continued
hearing to be set on the calendar within 60 days.

8 Abrams would like to conclude with a housekeeping matter. As the Court is aware, Abrams
9 “timely submitted an objection to the Fire Victim Trust Documents.” This timely filing is the gating
10 fact that the Court has stated is the necessary precondition to reserve the rights to “seek court review
11 in accordance with Section IX of the Fire Victim Claims Resolution Procedures.” Abrams
12 respectfully asks the Court to affirm these rights as has been done for Debra Grassgreen, Karl Knight
13 and the other handful of victims within this case that like Abrams also objected to the Trust
14 Documents. Abrams brings up this housekeeping matter in the context of this Motion for Damage
15 Claim Supplements because he is concerned based upon the Trustee’s Opposition that the Debtors
16 position that they may now argue that he has waived this right. He has not.

17
18 Executed on March 15, 2023, at Santa Rosa, CA.

19
20 Respectfully submitted,

21
22 /s/ Scott H. McNutt

23 Scott H. McNutt
24 Advising Attorney on Behalf of William Abrams

25 Respectfully submitted,

26 

27
28 William B. Abrams
Pro Se Claimant

EXHIBIT A

Proposed Order

1 William B. Abrams
2 end2endconsulting@gmail.com
3 2041 Stagecoach Rd.
4 Santa Rosa, CA, 95404
5 Tel: 707 397 5727

6
7
8
9
10 *Pro Se Fire Victim Claimant and Party to related proceedings before the California Public Utilities
11 Commission and the California Office of Energy Infrastructure Safety*

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
5510
5511
5512
5513
5514
5515
5516
5517
5518
5519
5520
5521
5522
5523
5524
5525
5526
5527
5528
5529
5530
5531
5532
5533
5534
5535
5536
5537
5538
5539
55310
55311
55312
55313
55314
55315
55316
55317
55318
55319
55320
55321
55322
55323
55324
55325
55326
55327
55328
55329
55330
55331
55332
55333
55334
55335
55336
55337
55338
55339
55340
55341
55342
55343
55344
55345
55346
55347
55348
55349
55350
55351
55352
55353
55354
55355
55356
55357
55358
55359
55360
55361
55362
55363
55364
55365
55366
55367
55368
55369
55370
55371
55372
55373
55374
55375
55376
55377
55378
55379
55380
55381
55382
55383
55384
55385
55386
55387
55388
55389
55390
55391
55392
55393
55394
55395
55396
55397
55398
55399
553100
553101
553102
553103
553104
553105
553106
553107
553108
553109
553110
553111
553112
553113
553114
553115
553116
553117
553118
553119
553120
553121
553122
553123
553124
553125
553126
553127
553128
553129
553130
553131
553132
553133
553134
553135
553136
553137
553138
553139
553140
553141
553142
553143
553144
553145
553146
553147
553148
553149
553150
553151
553152
553153
553154
553155
553156
553157
553158
553159
553160
553161
553162
553163
553164
553165
553166
553167
553168
553169
553170
553171
553172
553173
553174
553175
553176
553177
553178
553179
553180
553181
553182
553183
553184
553185
553186
553187
553188
553189
553190
553191
553192
553193
553194
553195
553196
553197
553198
553199
553200
553201
553202
553203
553204
553205
553206
553207
553208
553209
553210
553211
553212
553213
553214
553215
553216
553217
553218
553219
553220
553221
553222
553223
553224
553225
553226
553227
553228
553229
553230
553231
553232
553233
553234
553235
553236
553237
553238
553239
5532310
5532311
5532312
5532313
5532314
5532315
5532316
5532317
5532318
5532319
5532320
5532321
5532322
5532323
5532324
5532325
5532326
5532327
5532328
5532329
5532330
5532331
5532332
5532333
5532334
5532335
5532336
5532337
5532338
5532339
55323310
55323311
55323312
55323313
55323314
55323315
55323316
55323317
55323318
55323319
55323320
55323321
55323322
55323323
55323324
55323325
55323326
55323327
55323328
55323329
55323330
55323331
55323332
55323333
55323334
55323335
55323336
55323337
55323338
55323339
553233310
553233311
553233312
553233313
553233314
553233315
553233316
553233317
553233318
553233319
553233320
553233321
553233322
553233323
553233324
553233325
553233326
553233327
553233328
553233329
553233330
553233331
553233332
553233333
553233334
553233335
553233336
553233337
553233338
553233339
5532333310
5532333311
5532333312
5532333313
5532333314
5532333315
5532333316
5532333317
5532333318
5532333319
5532333320
5532333321
5532333322
5532333323
5532333324
5532333325
5532333326
5532333327
5532333328
5532333329
5532333330
5532333331
5532333332
5532333333
5532333334
5532333335
5532333336
5532333337
5532333338
5532333339
55323333310
55323333311
55323333312
55323333313
55323333314
55323333315
55323333316
55323333317
55323333318
55323333319
55323333320
55323333321
55323333322
55323333323
55323333324
55323333325
55323333326
55323333327
55323333328
55323333329
55323333330
55323333331
55323333332
55323333333
55323333334
55323333335
55323333336
55323333337
55323333338
55323333339
553233333310
553233333311
553233333312
553233333313
553233333314
553233333315
553233333316
553233333317
553233333318
553233333319
553233333320
553233333321
553233333322
553233333323
553233333324
553233333325
553233333326
553233333327
553233333328
553233333329
553233333330
553233333331
553233333332
553233333333
553233333334
553233333335
553233333336
553233333337
553233333338
553233333339
5532333333310
5532333333311
5532333333312
5532333333313
5532333333314
5532333333315
5532333333316
5532333333317
5532333333318
5532333333319
5532333333320
5532333333321
5532333333322
5532333333323
5532333333324
5532333333325
5532333333326
5532333333327
5532333333328
5532333333329
5532333333330
5532333333331
5532333333332
5532333333333
5532333333334
5532333333335
5532333333336
5532333333337
5532333333338
5532333333339
55323333333310
55323333333311
55323333333312
55323333333313
55323333333314
55323333333315
55323333333316
55323333333317
55323333333318
55323333333319
55323333333320
55323333333321
55323333333322
55323333333323
55323333333324
55323333333325
55323333333326
55323333333327
55323333333328
55323333333329
55323333333330
55323333333331
55323333333332
55323333333333
55323333333334
55323333333335
55323333333336
55323333333337
55323333333338
55323333333339
553233333333310
553233333333311
553233333333312
553233333333313
553233333333314
553233333333315
553233333333316
553233333333317
553233333333318
553233333333319
553233333333320
553233333333321
553233333333322
553233333333323
553233333333324
553233333333325
553233333333326
553233333333327
553233333333328
553233333333329
553233333333330
553233333333331
553233333333332
553233333333333
553233333333334
553233333333335
553233333333336
553233333333337
553233333333338
553233333333339
5532333333333310
5532333333333311
5532333333333312
5532333333333313
5532333333333314
5532333333333315
5532333333333316
5532333333333317
5532333333333318
5532333333333319
5532333333333320
5532333333333321
5532333333333322
5532333333333323
5532333333333324
5532333333333325
5532333333333326
5532333333333327
5532333333333328
5532333333333329
5532333333333330
5532333333333331
5532333333333332
5532333333333333
5532333333333334
5532333333333335
5532333333333336
5532333333333337
5532333333333338
5532333333333339
55323333333333310
55323333333333311
55323333333333312
55323333333333313
55323333333333314
55323333333333315
55323333333333316
55323333333333317
55323333333333318
55323333333333319
55323333333333320
55323333333333321
55323333333333322
55323333333333323
55323333333333324
55323333333333325
55323333333333326
55323333333333327
55323333333333328
55323333333333329
55323333333333330
55323333333333331
55323333333333332
55323333333333333
55323333333333334
55323333333333335
55323333333333336
55323333333333337
55323333333333338
55323333333333339
553233333333333310
553233333333333311
553233333333333312
553233333333333313
553233333333333314
553233333333333315
553233333333333316
553233333333333317
553233333333333318
553233333333333319
553233333333333320
553233333333333321
553233333333333322
553233333333333323
553233333333333324
553233333333333325
553233333333333326
553233333333333327
553233333333333328
553233333333333329
553233333333333330
553233333333333331
553233333333333332
553233333333333333
553233333333333334
553233333333333335
553233333333333336
553233333333333337
553233333333333338
553233333333333339
5532333333333333310
5532333333333333311
5532333333333333312
5532333333333333313
5532333333333333314
5532333333333333315
5532333333333333316
5532333333333333317
5532333333333333318
5532333333333333319
5532333333333333320
5532333333333333321
5532333333333333322
5532333333333333323
5532333333333333324
5532333333333333325
5532333333333333326
5532333333333333327
5532333333333333328
5532333333333333329
5532333333333333330
5532333333333333331
5532333333333333332
5532333333333333333
5532333333333333334
5532333333333333335
5532333333333333336
5532333333333333337
5532333333333333338
5532333333333333339
55323333333333333310
55323333333333333311
55323333333333333312
55323333333333333313
55323333333333333314
55323333333333333315
55323333333333333316
55323333333333333317
55323333333333333318
55323333333333333319
55323333333333333320
55323333333333333321
55323333333333333322
55323333333333333323
55323333333333333324
55323333333333333325
55323333333333333326
55323333333333333327
55323333333333333328
55323333333333333329
55323333333333333330
55323333333333333331
55323333333333333332
55323333333333333333
55323333333333333334
55323333333333333335
55323333333333333336
55323333333333333337
55323333333333333338
55323333333333333339
553233333333333333310
553233333333333333311
553233333333333333312
553233333333333333313
553233

1 Upon the *Motion for Order Deeming William B. Abrams Supplement to Damage Claims*
2 *Timely* (the “**Motion**”);¹ and the Court having jurisdiction to consider the Motion and the relief
3 requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the
4 relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being
5 proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that good cause exists to grant the
6 Motion; and William B. Abrams (“**Abrams**”) having provided appropriate notice of the Motion and
7 the opportunity for a hearing on the Motion under the circumstances and no other or further notice
8 need be provided; and the Court having considered the Motion, all pleadings and papers filed in
9 connection with the Motion, and the arguments of counsel and evidence proffered at the hearing on
the Motion; after due deliberation and sufficient cause appearing therefor,

10

11 **IT IS HEREBY ORDERED THAT:**

12 1) The Motion is Granted.

13 2) The Victim Damage Claim Supplement is approved as a timely-filed amendment
14 to the Abrams Proof of Claim against the Debtors’ estate

15 3) The Resident Damage Claim Supplement is approved as a timely-filed amendment
16 to the Abrams Proof of Claim against the Debtors’ estate

17 4) The Ratepayer Damage Claim Supplement is approved as a timely-filed
18 amendment to the Abrams Proof of Claim against the Debtors’ estate

19 5) The Court acknowledges and affirms that Abrams consistent with the “Order
20 Confirming Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of
21 Reorganization Dated June 19, 2020” [Dkt. 8053] “timely submitted an objection
22 to the Fire Victim Trust Documents and shall have the right to seek court review in
23 accordance with Section IX of the Fire Victim Claims Resolution Procedures for
24 his Damage Claims and the aforementioned Damage Claim Supplements.”

25 6) Debtors, Abrams, TCC Members and TOC Members along with those adjoining
26 the Motion for Damage Claim Supplements shall meet and confer to identify a
27 remedy to evaluate, fund and administer the aforementioned valid damage claim
28 supplements. If no mutually agreeable remedy is identified, a hearing will be set
 on the calendar on or about May, 2023 at which time parties may present their
 arguments relative to the handling of these valid claims.

1 ¹ Capitalized terms not defined herein shall have the meanings used in the Motion.

EXHIBIT B

William B. Abrams Fire Victim Trust Portal Screenshot (Personal ID information redacted)

EXHIBIT B

William B. Abrams Fire Victim Trust Portal Screenshot (Personal ID information redacted)

firevictimtrust.com/Secure/Shared/ClaimantDetails.aspx?uid=[REDACTED]

Address	County	APN	Fire Type
3545 Oak Haven Ct, Santa Rosa, CA 95404-1309	Sonoma	025-222-013-000	North Bay
+ Add Loss Location			

Notices

No Active Notices
[History](#)

Claims Questionnaire

Before receiving any settlement payments from the Fire Victim Trust, all claimants must submit a complete Claims Questionnaire along with supporting documentation for the alleged damages. This online Claims Questionnaire will guide you through the necessary modules and only requires answers for the damage categories you select. Click the [Start](#) button to start a Claims Questionnaire for a single claimant or a group of related claimants such as a family who suffered losses from the fires.

[+ Start New](#)
[Edit](#)

CQ ID: [REDACTED] Submitted

[Show Details](#)

Plaintiff Information Used to Create Claimant

		Confirm	Contest
Plaintiff ID	Name	Prime Clerk Claim Number	
[REDACTED]	WILLIAM ABRAMS	20057	
[REDACTED]	WILLIAM ABRAMS	16425	
[REDACTED]	WILLIAM ABRAMS	54799	

EXHIBIT C

William B. Abrams Email Correspondence with the Debtor

EXHIBIT C

William B. Abrams Email Correspondence to the Debtor

Will Abrams February 10, 2023 at 9:35 AM
Motion for Damage Claim Supplements Details WA
To: Karotkin, Stephen, Tsekerides, Theodore, Liou, Jessica & 6 more

Counsel for PG&E and the Reorganized Debtors:

I am sending this email to inform you of my intention to file damage claim supplements directly against the Debtors' estate (not the Fire Victim Trust) and in keeping with the "Order Granting Stipulation Resolving Motion of Baupost Group Securities, L.L.C. for Order Deeming Supplement to its Proofs of Rescission or Damage Claims Timely" [Dkt. 13467]. Within this order and through the "Attachment to Order Granting Baupost – PG&E Stipulation," Judge Montali stated that "*if he believes he has a claim to assert against the Reorganized Debtors notwithstanding the confirmed Plan of Reorganization, he has not expressed it.*"

Given this direction from the Court, the Baupost Motion and notwithstanding the response from the Trustee, I am notifying you of my intention to file claim supplements based upon (1) the evidence as expressed within the Baupost Motion (2) the further evidence as provided within the July 6, 2022 "Envista Forensics: Root Cause Analysis" (3) the further evidence as provided within the November 23, 2021, Kirkland and Ellis LLP "PG&E Independent Monitor Report of November 19, 2021." (4) the further evidence as provided within the March 24, 2022 report entitled "Electrical System Safety: California's Oversight of the Efforts by Investor-Owned Utilities to Mitigate the Risk of Wildfires Needs Improvement" issued by the California State Auditor and (5) subsequent evidence as demonstrated through the cross examination of PG&E witnesses within California Public Utilities Commission proceeding I.19-09-016.

Based upon this evidence, I plan to put forward a motion in keeping with the points described within the "Response of William B. Abrams to Motion for Order Deeming Baupost Group Securities, LLC's Supplement to Its Proofs of Rescission or Damage Claims Timely" [Dkt. 13440] and given my rights to seek judicial review for objecting to the FVT documents. This Motion will seek the Courts' approval for claim supplements including but not limited to (1) **victim-based claim supplements** based upon damages attributed to the misrepresented "Fire Victim Equity Value" (2) **resident-based claim supplements** due to increases in homeowner insurance rates reasonably attributed to the Debtors' misrepresentations and (3) **ratepayer-based claim supplements** given PG&E's erroneous rate recovery and subsequent billing for misstated wildfire mitigation activities. This motion is intended to provide just and valid damage claim supplements directly against the Debtors' estate while providing a procedural pathway for other victims, residents and ratepayers to seek similar claim supplements directly against the Debtors' estate.

If you or other counsel on behalf of the Debtor would like to meet and confer to resolve these related claim supplements, please let me know as soon as possible. As my prior papers demonstrate, my only goals are (1) to seek just, equitable and fair compensation for PG&E's victims (2) to ensure future victims are not similarly faced with the type of mistreatment they have seen in this case and (3) to ensure PG&E is better positioned to provide safe and reliable service for our communities. Thank you for your consideration of these critical issues.

Respectfully submitted,

Will Abrams
(707) 397-5727